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7

8 **UNITED STATES DISTRICT COURT**
9 **CENTRAL DISTRICT OF CALIFORNIA – WESTERN DIVISION**
10

11 JESUS GARCIA,
12 Plaintiff,

13 vs.
14

15 COSTCO WHOLESALE
16 CORPORATION; DOES 1 to 100,
Inclusive,

18 Defendants.

CASE NO.: 2:24-cv-10897 MEMF (JPRx)
[Assigned to Hon. Maame Ewusi-Mensah
Frimpong]

**ORDER RE PARTIES STIPULATED
REQUEST FOR A
ORDER**

20 1. **INTRODUCTION**

21 1.1 **PURPOSES AND LIMITATIONS**

22 Discovery in this action may involve production of confidential, proprietary, or
23 private information for which special protection from public disclosure and from use for
24 any purpose other than prosecuting this litigation may be warranted. Accordingly, the
25 Parties hereby stipulate to and petition the Court to enter the following Stipulated
26 Protective Order. The Parties acknowledge that this Order does not confer blanket
27 protections on all disclosures or responses to discovery and that the protection it affords
28 from public disclosure and use extends only to the limited information or items that are

1 entitled to confidential treatment under the applicable legal principles. The Parties
2 further acknowledge, as set forth in Section 12.3 below, that this Order does not entitle
3 them to file Confidential Information under seal; Civil Local Rule 79-5 sets forth the
4 procedures that must be followed and the standards that will be applied when a Party
5 seeks permission from the Court to file material under seal.

6 1.2 GOOD CAUSE STATEMENT

7 This Action arises from an alleged slip and fall incident at Defendant COSTCO
8 WHOLESALE CORPORATION’s (“Defendant”) premises located at 2000 Market Pl
9 Dr., Monterey Park, California 91755. (the “Premises”) The parties anticipate
10 discovery requests regarded to Defendant’s internal methods for training its
11 employees, training materials, and materials related to responding to incidents within
12 the Premises and its warehouses more generally. Documents related to Defendant’s
13 policies and procedures relative to maintaining a reasonably safe shopping
14 environment are proprietary and offer Defendant independent economic value. The
15 foregoing information is not available to the public, and Defendant takes steps to
16 maintain secrecy through its business practices and the use of similar protective orders
17 in litigation. Potential harm would result if relevant materials were disclosed publicly
18 and available to Defendant’s competitors.

19 2. DEFINITIONS

20 2.1 Action: JESUS GARCIA v. COSTCO WHOLESALE
21 CORPORATION; DOES 1 to 100; Case No.: 2:24-cv-10897 MEMF (JPRx)

22 2.2 Challenging Party: a Party or Nonparty that challenges the designation of
23 information or items under this Order.

24 2.3 “CONFIDENTIAL” Information or Items: information (regardless of
25 how it is generated, stored, or maintained) or tangible things that qualify for protection
26 under Federal Rule of Civil Procedure 26(c) and as specified above in the Good Cause
27 Statement.

28 2.4 Counsel: Outside Counsel of Record and House Counsel (as well as

1 their support staff).

2 2.5 Designating Party: a Party or Nonparty that designates information or
3 items that it produces in disclosures or in responses to discovery as
4 “CONFIDENTIAL.”

5 2.6 Disclosure or Discovery Material: all items or information, regardless
6 of the medium or manner in which it is generated, stored, or maintained (including,
7 among other things, testimony, transcripts, and tangible things), that are produced or
8 generated in disclosures or responses to discovery in this matter.

9 2.7 Expert: a person with specialized knowledge or experience in a matter
10 pertinent to the litigation who has been retained by a Party or its counsel to serve as an
11 expert witness or as a consultant in this action.

12 2.8 House Counsel: attorneys who are employees of a Party to this Action.
13 House Counsel does not include Outside Counsel of Record or any other outside
14 counsel.

15 2.9 Nonparty: any natural person, partnership, corporation, association, or
16 other legal entity not named as a Party to this action.

17 2.10 Outside Counsel of Record: attorneys who are not employees of a Party to
18 this Action but are retained to represent or advise a Party and have appeared in this
19 Action on behalf of that Party or are affiliated with a law firm that has appeared on
20 behalf of that Party, including support staff.

21 2.11 Party: any Party to this Action, including all of its officers, directors,
22 employees, consultants, retained experts, and Outside Counsel of Record (and their
23 support staffs).

24 2.12 Producing Party: a Party or Nonparty that produces Disclosure or
25 Discovery Material in this Action.

26 2.13 Professional Vendors: persons or entities that provide litigation support
27 services (for example, photocopying, videotaping, translating, preparing exhibits or
28 demonstrations, and organizing, storing, or retrieving data in any form or medium) and

1 their employees and subcontractors.

2 2.14 Protected Material: any Disclosure or Discovery Material that is
3 designated as “CONFIDENTIAL.”

4 2.15 Receiving Party: a Party that receives Disclosure or Discovery
5 Material from a Producing Party.

6 3. SCOPE

7 The protections conferred by this Stipulation and Order cover not only
8 Protected Material (as defined above) but also any information copied or extracted
9 from Protected Material; all copies, excerpts, summaries, or compilations of
10 Protected Material; and any testimony, conversations, or presentations by Parties or
11 their Counsel that might reveal Protected Material.

12 Any use of Protected Material at trial will be governed by the orders of the
13 trial judge. This Order does not govern the use of Protected Material at trial.

14 4. DURATION

15 Even after final disposition of this litigation, the confidentiality obligations
16 imposed by this Order will remain in effect until a Designating Party agrees otherwise
17 in writing or a court order otherwise directs. Final disposition is the later of (1)
18 dismissal of all claims and defenses in this Action, with or without prejudice, or (2)
19 final judgment after the completion and exhaustion of all appeals, rehearings, remands,
20 trials, or reviews of this Action, including the time limits for filing any motions or
21 applications for extension of time under applicable law.

22 5. DESIGNATING PROTECTED MATERIAL

23 5.1 Each Party or Nonparty that designates information or items for
24 protection under this Order must take care to limit any such designation to specific
25 material that qualifies under the appropriate standards. To the extent practicable, the
26 Designating Party must designate for protection only those parts of material,
27 documents, items, or oral or written communications that qualify so that other portions

1 of the material, documents, items, or communications for which protection is not
2 warranted are not swept unjustifiably within the ambit of this Order.

3 Indiscriminate or routinized designations are prohibited. Designations that are
4 shown to be clearly unjustified or that have been made for an improper purpose (for
5 example, to unnecessarily encumber the case-development process or to impose
6 unnecessary expenses and burdens on other parties) may expose the Designating Party
7 to sanctions.

8 If it comes to a Designating Party's attention that information or items it
9 designated for protection do not qualify for that level of protection, that Designating
10 Party must promptly notify all other Parties that it is withdrawing the inapplicable
11 designation.

12 5.2 Except as otherwise provided in this Order, Disclosure or Discovery
13 Material that qualifies for protection under this Order must be clearly so designated
14 before the material is disclosed or produced.

15 Designation in conformity with this Order requires the following:

16 (a) for information in documentary form (for example, paper or
17 electronic documents but excluding transcripts of depositions or other pretrial or trial
18 proceedings), the Producing Party must affix at a minimum the legend
19 "CONFIDENTIAL" to each page that contains Protected Material. If only a portion or
20 portions of the material on a page qualify for protection, the Producing Party should
21 to the extent practicable clearly identify the protected portion(s) (for example, by
22 making appropriate markings in the margins).

23 A Party or Nonparty that makes original documents available for inspection need
24 not designate them for protection until after the inspecting Party has indicated which
25 documents it would like copied and produced. During the inspection and before the
26 designation, all material made available for inspection must be treated as
27 "CONFIDENTIAL." After the inspecting Party has identified the documents it wants
28 copied and produced, the Producing Party must determine which documents, or

1 portions thereof, qualify for protection under this Order. Then, before producing the
2 specified documents, the Producing Party must affix the “CONFIDENTIAL” legend to
3 each page that contains Protected Material. If only a portion or portions of the material
4 on a page qualify for protection, the Producing Party should to the extent practical
5 clearly identify the protected portion(s) (for example, by making appropriate markings
6 in the margins).

7 (b) for testimony given in depositions, the Designating Party must
8 identify the Disclosure or Discovery Material that is protected on the record, before
9 the close of the deposition.

10 (c) for information produced in some form other than documentary
11 and for any other tangible items, the Producing Party must affix in a prominent place
12 on the exterior of the container or containers in which the information is stored the
13 legend “CONFIDENTIAL.” If only a portion or portions of the information warrant
14 protection, the Producing Party, to the extent practicable, must identify the protected
15 portion(s).

16 5.3 If timely corrected, an inadvertent failure to designate qualified
17 information or items does not, standing alone, waive the Designating Party’s right to
18 secure protection under this Order for that material. On timely correction of a
19 designation, the Receiving Party must make reasonable efforts to assure that the
20 material is treated in accordance with the provisions of this Order.

21 6. CHALLENGING CONFIDENTIALITY DESIGNATIONS

22 6.1 Any Party or Nonparty may challenge a designation of confidentiality at
23 any time consistent with the Court’s scheduling order.

24 6.2 The Challenging Party must initiate the dispute-resolution process (and,
25 if necessary, file a discovery motion) under Local Rule 37.

26 6.3 The burden of persuasion in any such proceeding is on the Designating
27 Party. Frivolous challenges, and those made for an improper purpose (for example, to
28 harass or impose unnecessary expenses and burdens on other parties), may expose the

1 Challenging Party to sanctions. Unless the Designating Party has waived or withdrawn
2 the confidentiality designation, all parties must continue to afford the material in
3 question the level of protection to which it is entitled under the Producing Party's
4 designation until the Court rules on the challenge.

5 **7. ACCESS TO AND USE OF PROTECTED MATERIAL**

6 7.1 A Receiving Party may use Protected Material that is disclosed or
7 produced by another Party or by a Nonparty in connection with this Action only for
8 prosecuting, defending, or attempting to settle this Action. Such Protected Material
9 may be disclosed only to the categories of people and under the conditions described
10 in this Order. When the Action has been terminated, a Receiving Party must comply
11 with the provisions of Section 13 below (FINAL DISPOSITION).

12 Protected Material must be stored and maintained by a Receiving Party at a
13 location and in a manner sufficiently secure to ensure that access is limited to the
14 people authorized under this Order.

15 7.2 Unless otherwise ordered by the Court or permitted in writing by the
16 Designating Party, a Receiving Party may disclose any information or item designated
17 "CONFIDENTIAL" only to the following people:

18 (a) the Receiving Party's Outside Counsel of Record in this Action, as
19 well as employees of that Outside Counsel of Record to whom it is reasonably
20 necessary to disclose the information for this Action;

21 (b) the officers, directors, and employees (including House Counsel) of
22 the Receiving Party to whom disclosure is reasonably necessary for this Action;

23 (c) Experts (as defined in this Order) of the Receiving Party to whom
24 disclosure is reasonably necessary for this Action and who have signed the
25 "Acknowledgment and Agreement to Be Bound" (Exhibit A);

26 (d) the Court and its personnel;

27 (e) court reporters and their staff;

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1 (f) professional jury or trial consultants, mock jurors, and Professional
2 Vendors to whom disclosure is reasonably necessary for this Action and who have
3 signed the “Acknowledgment and Agreement to Be Bound” (Exhibit A);

4 (g) the author or recipient of a document containing the information or a
5 custodian or other person who otherwise possessed or knew the information;

6 (h) during their depositions, witnesses and attorneys for witnesses to
7 whom disclosure is reasonably necessary, provided that the deposing party requests
8 that the witness sign the form attached as Exhibit A hereto and the witnesses will not
9 be permitted to keep any confidential information unless they sign the form, unless
10 otherwise agreed by the Designating Party or ordered by the Court. Pages of
11 transcribed deposition testimony or exhibits to depositions that reveal Protected
12 Material may be separately bound by the court reporter and may not be disclosed to
13 anyone except as permitted under this Order; and

14 (i) any mediator or settlement officer, and their supporting personnel,
15 mutually agreed on by any of the Parties engaged in settlement discussions or
16 appointed by the Court.

17 **8. PROTECTED MATERIAL SUBPOENAED OR ORDERED PRODUCED IN**
OTHER LITIGATION

18 If a Party is served with a subpoena or a court order issued in other litigation
19 that compels disclosure of any information or items designated in this Action as
20 “CONFIDENTIAL,” that Party must

21 (a) promptly notify in writing the Designating Party. Such notification
22 must include a copy of the subpoena or court order unless prohibited by law;

23 (b) promptly notify in writing the party who caused the subpoena or order
24 to issue in the other litigation that some or all of the material covered by the subpoena
25 or order is subject to this Protective Order. Such notification must include a copy of
26 this Order; and

(c) cooperate with respect to all reasonable procedures sought to be pursued by the Designating Party whose Protected Material may be affected.

If the Designating Party timely seeks a protective order, the Party served with the subpoena or court order should not produce any information designated in this action as “CONFIDENTIAL” before a determination on the protective-order request by the relevant court unless the Party has obtained the Designating Party’s permission. The Designating Party bears the burden and expense of seeking protection of its Confidential Material, and nothing in these provisions should be construed as authorizing or encouraging a Receiving Party in this Action to disobey a lawful directive from another court.

11 9. A NONPARTY'S PROTECTED MATERIAL SOUGHT TO BE PRODUCED
12 IN THIS LITIGATION

13 (a) The terms of this Order are applicable to information produced by a
14 Nonparty in this Action and designated as “CONFIDENTIAL.” Such information is
15 protected by the remedies and relief provided by this Order. Nothing in these
16 provisions should be construed as prohibiting a Nonparty from seeking additional
17 protections.

(3) make the information requested available for inspection by the Nonparty, if requested.

(c) If the Nonparty fails to seek a protective order within 21 days of receiving the notice and accompanying information, the Receiving Party may produce the Nonparty's Confidential Information responsive to the discovery request. If the Nonparty timely seeks a protective order, the Receiving Party must not produce any information in its possession or control that is subject to the confidentiality agreement with the Nonparty before a ruling on the protective-order request. Absent a court order to the contrary, the Nonparty must bear the burden and expense of seeking protection of its Protected Material.

10. UNAUTHORIZED DISCLOSURE OF PROTECTED MATERIAL

If a Receiving Party learns that by inadvertence or otherwise, it has disclosed Protected Material to any person or in any circumstance not authorized under this Order, the Receiving Party must immediately notify the Designating Party in writing of the unauthorized disclosures, use its best efforts to retrieve all unauthorized copies of the Protected Material, inform the person or people to whom unauthorized disclosures were made of the terms of this Order, and ask that person or people to execute the “Acknowledgment and Agreement to Be Bound” that is attached hereto as Exhibit A.

11. INADVERTENT PRODUCTION OF PRIVILEGED OR OTHERWISE
PROTECTED MATERIAL

When a Producing Party gives notice to Receiving Parties that certain inadvertently produced material is subject to a claim of privilege or other protection, the obligations of the Receiving Parties are those set forth in Federal Rule of Civil Procedure 26(b)(5)(B).

12. MISCELLANEOUS

12.1 Nothing in this Order abridges the right of any person to seek its modification by the Court.

1 12.2 By stipulating to the entry of this Order, no Party waives any right it
2 otherwise would have to object to disclosing or producing any information or item on
3 any ground not addressed in this Order. Similarly, no Party waives any right to object
4 on any ground to use in evidence of any of the material covered by this Order.

5 12.3 A Party that seeks to file under seal any Protected Material must comply
6 with Civil Local Rule 79-5. Protected Material may be filed under seal only pursuant
7 to a court order authorizing the sealing of the specific Protected Material at issue. If a
8 Party's request to file Protected Material under seal is denied, then the Receiving Party
9 may file the information in the public record unless otherwise instructed by the Court.

10 13. FINAL DISPOSITION

11 After the final disposition of this Action, as defined in paragraph 4, within 60
12 days of a written request by the Designating Party, each Receiving Party must return
13 all Protected Material to the Producing Party or destroy such material. As used in this
14 subdivision, “all Protected Material” includes all copies, abstracts, compilations,
15 summaries, and any other format reproducing or capturing any of the Protected
16 Material. Whether the Protected Material is returned or destroyed, the Receiving Party
17 must submit a written certification to the Producing Party (and, if not the same person
18 or entity, to the Designating Party) by the 60-day deadline that identifies (by category,
19 when appropriate) all the Protected Material that was returned or destroyed and affirms
20 that the Receiving Party has not retained any copies, abstracts, compilations,
21 summaries, or any other format reproducing or capturing any of the Protected Material.
22 Notwithstanding this provision, Counsel are entitled to retain an archival copy of all
23 pleadings; motion papers; trial, deposition, and hearing transcripts; legal memoranda;
24 correspondence; deposition and trial exhibits; expert reports; attorney work product;
25 and consultant and expert work product even if such materials contain Protected
26 Material. Any such archival copies that contain or constitute Protected Material remain
27 subject to this Order as set forth in Section 4 (DURATION).

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1 14. SANCTIONS

2 Any willful violation of this Order may be punished by civil or criminal
3 contempt, financial or evidentiary sanctions, reference to disciplinary authorities, or
4 other appropriate action at the discretion of the Court.

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6 FOR GOOD CAUSE SHOWN, IT IS SO ORDERED.

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8 DATED: 7/2/2025



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10 JEAN P. ROSENBLUTH
11 UNITED STATES MAGISTRATE JUDGE
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EXHIBIT A

ACKNOWLEDGMENT AND AGREEMENT TO BE BOUND

I, _____ [full name], of _____
[full address], declare under penalty of perjury that I have read in its entirety
and understand the Stipulated Protective Order that was issued by the U.S. District
Court for the Central District of California on [date] in the case of _____
[insert case name and number]. I agree to comply with and to be bound by all
terms of this Stipulated Protective Order, and I understand and acknowledge that
failure to so comply could expose me to sanctions and punishment, including
contempt. I solemnly promise that I will not disclose in any manner any information
or item that is subject to this Stipulated Protective Order to any person or entity
except in strict compliance with the provisions of this Order.

I further agree to submit to the jurisdiction of the U.S. District Court for the Central District of California for the purpose of enforcing the terms of this Stipulated Protective Order, even if such enforcement proceedings occur after termination of this action. I hereby appoint _____ [full name] of _____ [full address and telephone number] as my California agent for service of process in connection with this action or any proceedings related to enforcement of this Stipulated Protective Order.

21 || Date:

22 | City and State where signed:

24 Printed name:

26 || Signature: